

After recording return to:

Seattle City Light
Real Estate Services
700 Fifth Avenue, Suite 3300
Post Office Box 34023
Seattle, WA 09124-9871

LAND TITLE OF SKAGIT COUNTY
127989-0W



200812050122
Skagit County Auditor
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ROAD MAINTENANCE AGREEMENT

Grantors: (1) Robert V. Sjoboen and Marion L. Sjoboen, husband and wife

Grantees: (1) City of Seattle, a municipal corporation

Legal Description: Henry Lane private road as shown on Short Plat PL07-0253

Assessor's Property Tax Parcel Numbers: P105111, P44493, and P44167.

THIS AGREEMENT is made and executed effective December 2, 2008 by and between Robert V. Sjoboen and Marion L. Sjoboen, husband and wife ("Sjoboens"), and City of Seattle ("City"), a Washington municipal corporation, acting by and through Seattle City Light.

Recitals

- a. Sjoboens are the current or former owners of all that certain real property, located in Skagit County, Washington known as Short Plat PL07-0253, approved November 21, 2008, and recorded under Auditor's File No. 200811210030, records of Skagit County, Washington ("Short Plat PL07-0253"), including the private road called Henry Lane.
- b. The City and Sjoboens entered into a purchase and sale agreement, dated August 1st, 2008, for City's purchase of Lot 2 of Short Plat PL07-0253 for conservation purposes ("Lot 2") along with a perpetual ingress, egress and utility easement over Henry Lane ("Access Easement"), which is recorded under Auditor's File No. 200811210030, records of Skagit County, Washington (collectively "City Property").

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- c. The purchase and sale agreement for the City Property required the Sjoboens to deliver at closing, an acceptable recordable document that recognizes the City's use of the Access Easement as de minimus and requires that Sjoboens will perform or cause to perform reasonable maintenance of Henry Lane at no cost to the CITY.

Agreement

Therefore, inconsideration of the mutual promises and covenants herein, the sufficiency of which is acknowledged by all parties, and for no monetary consideration, IT IS HEREBY AGREED AS FOLLOWS:

1. The parties acknowledge and agree that the City's use of Henry Lane for ingress and egress to Lot 2 pursuant to the Access Easement is de minimus and that the City will not be responsible for any costs related to routine maintenance, upgrades, improvements, or repairs of Henry Lane.
2. The Sjoboens agree to perform or cause to perform reasonable routine or required maintenance, upgrades, improvements or repairs to Henry Lane at no cost to the City.
3. In the event the City, its employees, agents, invitees or contractors cause any damage to Henry Lane in excess of normal wear and tear or resulting from any negligent action or omission of the City, or its employees, agents, invitees or contractors, the City, at its expense, will repair the damage to Henry Lane to return it to the same or better condition as existed immediately prior to the damage caused.
4. The provisions set forth herein shall touch, concern, and run with the land and premises herein described and shall be binding upon all heirs, successors and assigns, and all persons claiming under or through them.

EXECUTED effective on the date first set forth above.

Grantors:

Robert V. Sjoboen 12/2/08
ROBERT V. SJOBOEN (date)

DAVE BARBER, (date)
Real Property Manager
Seattle City Light

Marion L. Sjoboen 12-2-08
MARION L. SJOBOEN (date)

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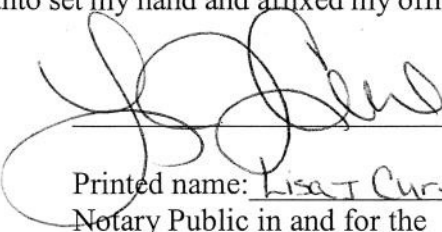
ACKNOWLEDGEMENTS:

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I the undersigned, a Notary Public, do hereby certify that on this 2nd day of December, 2008, personally appeared before me **Robert V. Sjoboen** and **Marion L. Sjoboen**, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.




Printed name: Lisa J. Cure
Notary Public in and for the
State of Washington,
residing at Bow
My commission expires: 7/16/2010

Notary Seal

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EXECUTED effective on the date first set forth above.

Grantors:

ROBERT V. SJOBOEN (date)

 12/3/2008

DAVE BARBER, (date)
Real Property Manager
Seattle City Light

MARION L. SJOBOEN (date)

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dave Barber** signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as Real Property Manager of the CITY Light Department of the CITY of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date 12/3/08



Mary Louise Davis
Printed Name Mary Louise Davis
Notary Public in and for the State of WA
Residing at Edmonds WA
My commission expires 1-20-2008

Notary Seal

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